

From: Juan Perez <jperez@mcm-gtmo.com>
Sent: Friday, March 17, 2017 9:02 PM
To: Florence, Elaine J CIV NAVSUP FLC Jacksonville, 220
Cc: Stacey, Shawn L. CIV USN GTMO; Daniel F. Munilla; Pedro R. Munilla
Subject: Seaward Services Poaching of MCM Employees at NS Guantamao in Violation of Technical Exhibit 9
Attachments: TE 9 Special_Conditions_for_GTMO_Projects.docx

Dear Elaine,

I need to speak with you as soon as possible regarding Seaward Services. (b) (4)

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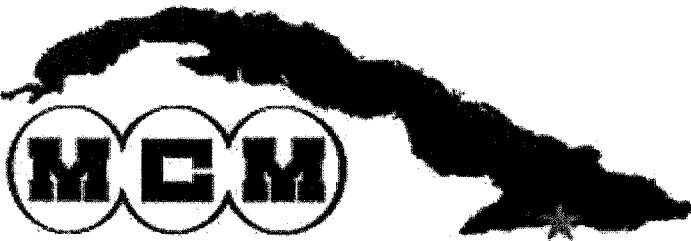
I respectfully request that you ask Seaward to immediately stop this. I ask that you have Seaward rescind any and all agreements with any MCM employees they have induced to resign.

I spoke with our C.O.R. Shawn Stacey and asked for your cellular phone number so we can discuss this but he indicated that you would not provide it and would instead address a written request from me about this issue on Monday and run it by Navy legal. Elaine, this is a situation that will affect the Port Operations mission at Naval Station Guantanamo and is not an issue "between contractors." This is a contract issue that has ramifications on the mission and other contracts at Naval Station Guantanamo. I ask that you call me at my cellular phone number at 786-277-1466.

I thank you in advance for your attention to this matter and look forward to your response.

Sincerely,

JUAN PEREZ
Director of GTMO Operations



786-277-1466 USA; 011-5399-90131 NS GTMO Cuba
MCM Port Operations-Guantanamo Bay, Cuba
PSC 1005 Box 58 FPO-AE, 09593-000 www.mcm-us.com

Special Conditions for Guantanamo Bay, Cuba Projects

1.1 INFORMATION DATA

1.1.1. Work Force

Due to the sensitive locale of NSGTMO, foreign nationals from dissident political areas may be excluded and denied entry approval. In general, foreign nationals may be used. The Contractor agrees to dismiss from the site, when directed by the Commanding Officer, any individual whose continued employment is deemed to be contrary to the public interest or inconsistent with the best interest of the national security.

1.1.1.1. Entry Approval

No employee or representative of the Contractor will be admitted to NSGB without prior approval. The background of Contractor personnel will be screened prior to entry to NSGTMO. The Contractor shall submit to the KO the full name, date and place of birth, and Social Security number of such persons. The information shall be received by the KO 10 days prior to the scheduled or desired arrival at NSGTMO.

1.1.1.2. Identification of Employees

The Contractor shall be responsible for furnishing to each employee and for requiring each employee to display such identification as may be approved and directed by the KO. Employees may be fingerprinted prior to employment as a condition of entry onto NSGTMO. Prescribed Government Identification cards shall be immediately delivered to the COR for cancellation upon release for any employee.

1.1.1.3. Waiver for Workers' Compensation

In addition to "FAR 52.228-4, Workers' Compensation and War-Hazard Insurance Overseas", the Department of Labor has granted a waiver of the requirement to provide Defense Base Act coverage for Guantanamo Bay, Cuba. The waiver applies to all employees except the following: (1) Employees hired in the United States; (2) employees who are residents of the United States; and (3) employees who are citizens of the United States. For employees for whom Defense Base Act coverage has been waived, work compensation coverage shall be provided in accordance with the local law of the country of which such countries may require insurance coverage may involve a self-insurance system, or may be a Government-operated system. It is the responsibility of the Contractor to research the local laws of countries from which it hires nationals. The Contractor is also responsible for taking necessary steps to implement the required worker's compensation coverage for employees from such countries.

1.2.1.4. Local Labor

Recruiting of labor and hiring of Government or Contractor on-base employees by offering higher wages or other amenities shall not be permitted. Accordingly, personnel, which the Contractor proposes to use, shall be approved by the KO.

1.2.1.5. Management Personnel

The Contractor shall be responsible for furnishing the personnel required, with the necessary skills and qualifications, to perform the work as described. Additionally, the Contractor shall provide an individual on-site who is authorized to negotiate and financially commit change orders for the Contractor.

1.2.2. Storage of Materials

The Contractor shall store materials only in places where directed. No fire-hazardous materials or flammable liquids shall be stored or otherwise maintained within a building or structure, except as approved, in accordance with the local fire regulations.

1.2.3. Access Roads

The Contractor shall refrain from the use of roads, grounds or other facilities which have not been specifically authorized for their use.

1.2.4. Availability and Cost of Government Materials and Services

The availability of Government materials, equipment, and services indicated in this PWS may vary subject to local supply priority requirements for operations and maintenance of the base. Non-availability will not be considered as an excusable delay. The cost of Government materials, equipment and services reflected in this specification are subject to fluctuation, revision, and adjustment. Changes in rates or prices for goods and services in the and following paragraphs shall not be used as a basis for a change to the contract. However, should the actual rate required to be paid by the Contractor vary by more than 15 percent from that specified, the contract price will be adjusted to reflect the amount by which the rate actually paid varies by more than 15 percent from that specified. Some materials and equipment may be furnished to the Contractor by the Government at current rates subject to 3 days advance notice in writing. Request shall be made to the COR. Equipment will not be available for long-term rental. Short-term equipment rental (1 to 2 days), one-time hauling service, and one-time crane service may be available if there is no conflict with Government workload. Government equipment will not be provided without Government operators.

1.2.5. Ocean Freight

The Contractor shall provide all stevedore services if using privately procured ocean going freight services including loading of freight, off-loading, and handling as required.

A. Privately contracted vessels.

1. No ships or vessels may enter the Guantanamo Bay Defense Sea Area except as approved by the Commander, NSGTMO. Not less than 48 hours prior to departure of vessel from the port of embarkation, the Contractor shall furnish to the KO the following information:

- a. Name of vessel.
- b. Place of registry and registry number.
- c. Name, nationality and address of owner.
- d. Name, nationality and address of operator.
- e. Gross tonnage, length, beam, and draft of vessel.
- f. Nationality and numbers of officers and crew (include crew list).
- g. Number of passengers (include passenger list).
- h. Last port of call prior to entry into Guantanamo Bay Naval Defense Sea area.
- i. Purpose of visit.
- j. Proposed date of entry and estimated duration of stay.

2. Passenger and crew will be subject to Base regulations.

3. Commercial vessels will be permitted to discharge cargo at cargo docks to the extent possible.

4. Government-furnished docking services will be provided upon request at current rates.

5. Marine Insurance: the Contractor shall furnish marine insurance as required.

B. Vessels under contract with the Government.

1. Schuyler.

- a. For rates, bookings, cargo pick-up and delivery, schedule inquires contact:

Dome Chartering and Trading Corp.
130 Severn Ave, Ste 200
Annapolis MD 21403, United States
Tel: +1.410.216.6020
Fax: +1.410.216.6021
Mobile: +1.443.995.0835
Skype: dct.chris
Email: ops@domechartering.com

- b. In addition to the 14 day schedule, Dome Chartering and Trading Corp will provide on demand services with the tug and warehouse barge fleet loaded RO/RO or forklift.
- c. Since these vessels are under Government contract, priority materials for Government agencies may delay receipt of Contractor's equipment and materials. The cost of containerization, shipping, on-loading, and off-loading, is at the Contractor's expense, and arrangements shall be made directly with the shipping company.
- d. The ocean vessel Contractor is subject to change. If a change in Contractor should occur, the Government is not liable for any additional costs which may be incurred by the Contractor.
- e. Trans-Atlantic Lines LLC., the Government contracted schedule carrier, is available for use by the Contractor. The Contractor is under no obligation to use this carrier and may use others subject to the terms and conditions for this contact and U.S. Maritime Law.
- f. Container consolidation of cargo and documentation to Guantanamo Bay, Cuba is available through:

PORTUS
8998 Blount Island Blvd
Jacksonville, FL 32226
Phone: (904) 751-1845

GTMO BAY:
Attn: Richard Dante
Phone: 011-5399-74711

1.2.6 Medical and Dental Services.

Medical and dental services available to the Contractor's employees are limited in Guantanamo Bay. The Naval Hospital and Naval Dental Clinic are staffed to treat primarily DoD personnel. The Contractor shall screen prospective employees with the objective to exclude those with admitted chronic disorder from traveling to Guantanamo Bay. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and coverage for required treatment. The Contractor shall provide and have available, both at the job site and in the berthing areas, first aid for minor and emergency treatment. The Contractor will be billed for all services rendered and the Government ambulance and medical care, when required, will provide itemized billing to the Contractor providing the patient name and date of service. Emergency dental care and treatment of an urgent nature is available at the Dental Clinic's Hospital Branch.

1.2.6.1. Personnel who have existing medical conditions may be cared for in Guantanamo Bay if all of the following conditions are met:

1.2.6.1.1. The condition(s) is/are not of such a nature that an unexpected worsening is likely to have a medically grave outcome.

1.2.6.1.2. The condition(s) is/are stable; that is, currently under medical care, and reasonably anticipated by pre-assignment evaluation not to worsen during assignment to Guantanamo Bay, under available care at the Naval

Hospital, in light of physical, physiological, psychological and nutritional impacts and effects of the duties and location.

1.2.6.1.3. Any required ongoing health care or medications must be immediately available through existing pharmacy resources, within the military health system, or through mail order supply, and have no special handling, storage or other requirements.

1.2.6.1.4. A minimal need for duty limitations or accommodation is imposed by the medical condition. (The nature of the accommodation must be considered. The Director, Medical Services, USNH Guantanamo Bay, or designee, is the appropriate authority to evaluate the suitability of the individual's limitation or accommodation requirements).

1.2.6.2. While a list of all possible diagnoses and their severity that should not be approved would be too expansive to list here, the following conditions, in general, should not be approved. Medical clearance for assignment to Guantanamo Bay for persons with any of the following documented medical conditions should be granted only after consultation with local medical authority, the Director, Medical Services, or appropriate designee. The local medical authority can determine if adequate treatment facilities and specialist support is available at the duty station. Specifically, the prospective employee shall not have:

1.2.6.2.1. Conditions resulting in inability to wear personal protective equipment, as required by job scope.

1.2.6.2.2. Conditions which prohibit administration of geographically-specified immunizations.

1.2.6.2.3. Diabetes mellitus, Type I

1.2.6.2.4. Uncontrolled Diabetes mellitus, Type II, defined by Hemoglobin A1c > 8 %.

1.2.6.2.5. Symptomatic coronary artery disease, or with myocardial infarction within one year prior to assignment, or within six months of coronary artery bypass graft, coronary artery angioplasty, carotid endarterectomy or other arterial stenting, or aneurysm repair.

1.2.6.2.6. Dysrhythmias or arrhythmias, either symptomatic or requiring medical or electro-physiologic control.

1.2.6.2.7. Uncontrolled hypertension.

1.2.6.2.8. Heart failure or history of heart failure.

1.2.6.2.9. Automatic implantable cardiac defibrillator.

1.2.6.2.10. Malignancy newly-diagnosed or under current treatment, including follow-up care.

1.2.6.2.11. Dental and oral conditions requiring or likely to require urgent dental care within six months' time: active orthodontic care; conditions requiring endodontic care; uncontrolled periodontal disease; conditions requiring prosthodontic care; conditions with immediate restorative dentistry needs; conditions with a current requirement for oral- maxillofacial surgery.

1.2.6.2.12. New-onset (less than one year) seizure disorder, or seizure within one year prior to assignment.

1.2.6.2.13. History of heat stroke.

1.2.6.2.14. Meniere's disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater.

1.2.6.2.15. Recurrent syncope.

1.2.6.2.16. Ataxias.

1.2.6.2.17. New diagnosis (less than one year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations, or uncontrolled symptoms of these.

1.2.6.2.18. HIV antibody positivity.

1.2.6.2.19. Unrepaired hernia.

1.2.6.2.20. Tracheotomy or aphonia.

1.2.6.2.21. Renolithiasis, current.

1.2.6.2.22. Active tuberculosis.

1.2.6.2.23. Unclosed surgical defect.

1.2.6.2.24. History of stroke or cerebral vascular accident.

1.2.6.2.25. Chronic pain, with narcotic, chiropractic, occupational therapy, or anesthesia requirements for care.

1.2.6.2.16. Morbid obesity, defined as BMI > 40 kg/m²

1.2.6.3. Appropriate laboratory and diagnostic testing should include:

1.2.6.3.1. HIV test.

1.2.6.3.2. TB test or Chest x-ray.

1.2.6.3.3. Hepatitis profile.

1.2.6.3.4. CBC.

1.2.6.3.5. Chemistry.

1.2.6.3.6. Urinalysis.

1.2.6.3.7. Visual Acuity

1.2.6.4. In addition to testing, the following immunizations are required (or titer demonstrating immunity):

1.2.6.4.1. Influenza.

1.2.6.4.2. Tetanus-Diphtheria.

1.2.6.4.3. Typhoid.

1.2.6.4.4. MMR.

1.2.6.4.5. Varicella.

1.2.6.5. Nothing in this guidance or recommendations should be construed as authorizing use of defense health program or military health system resources for such evaluations where it is not elsewhere previously authorized. Generally, defense health program or military health system resources are not authorized for the purpose of pre-assignment/employment or travel medicine evaluations for Contractors' employees. Local command legal and resource management authorities should be consulted for questions on this matter.

1.2.7. Post exchange and commissary privileges and recreation facilities will be made available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

1.2.8. The Contractor shall provide necessary personnel, vehicles, and equipment required for on-base vehicular transportation, and shall bear the cost of required fuel, oil, lubricants, and maintenance thereof. The vehicles shall be operated only by Contractor employees who possess a valid U.S. Government motor vehicle operator's identification card. Vehicular registration will be provided without cost to the Government. All personnel shall comply with traffic safety program set forth in OPNAV Instruction 5100.12

1.2.9. The Government will make available laundry and dry cleaning facilities for Contractor personnel and dependents of Contractor personnel at current rates set forth by the Navy Exchange, Guantanamo Bay, Cuba.

1.2.10. Government Utilities: The General Conditions Clause entitled "Availability and Use of Utility Services" applies. Water and electricity will be available at designated outlets at the prevailing Government rates. Current rates (FY14) are as follows:

Electricity -	\$500.00 per MWh
Water -	\$25.00 per thousand gallons
Sewage-	\$23.50 per thousand gallons

These rates are subject to change.

1.2.10.1. Power usage in living spaces and office and shop areas will be metered furnished and installed by and at the expense of the Contractor. Electrical usage for work operations in and around site work areas and water consumption will be billed on basis of equitable, mutually agreed upon estimates established prior to start of work, or by Contractor or Government-furnished meters if agreement cannot be reached. The meters furnished shall be sealed and tagged to indicate last calibration date and name of the person performing the calibration. The Government reserves the right to require the recalibration of the meters if erroneous readings are suspected.

1.2.11 Refuse Collection: Refuse collection will be furnished and serviced by the Government at living quarters and office and shop spaces at the Contractor's request. Refuse collection service is mandatory. Contractors are required to meet base regulations concerning collection disposal of refuse. Pickup is scheduled and charged based on volume of the dumpster, not necessarily the volume of refuse. Only refuse deposited in the Government-furnished containers will be collected. This service does not include articles left outside of the containers. This service will not be available for construction or demolition sites.

1.2.12 Transportation of Personnel

a. Air travel to and from the base is limited. Specifically:

(1) Official travel, as verified by the KO, to Kingston, Jamaica; Jacksonville, Florida; or Norfolk, Virginia is at the Contractor's expense and passage will be in reserved seats.

(2) FY 14 tariff rates (changed annually) are as follows:

To/From	DoD	NON DoD	NON FED	Delta Non-DOD and Non-Fed
Jacksonville, FL.	\$299	\$299	\$312	\$13
Norfolk, VA.	\$372	\$396	\$413	\$17
Kingston, JM.	\$54	\$57	\$60	\$3

(4) Emergency leave travel for verified personal emergencies such as death or serious illness of a family member will be authorized to any destination on the next available flight, also chargeable to the Contractor.

1.2.13. Food Facilities: Contractor personnel may utilize all restaurants on base. Windward side has numerous facilities available on a cash basis. Leeward point currently has galley and Subway available.

1.2.2.14. Petroleum Products:

1.2.2.14.1. Sales of petroleum products shall be made from NSGTMO Supply Department Stocks under special deposit procedures based on prevailing stock ledge prices. Current major petroleum product prices are as follows:

Aviator Gasoline (AVGAS)	NOT AVAILABLE
Motor Gasoline (MOGAS)	\$3.74 per gallon
Jet Fuel (JP-5)	\$3.64 per gallon
Diesel Fuel (DFM)	\$3.61 per gallon

1.2.2.14.2. Computation of Price: The price to the Contractor will be computed as follows: The standard stock ledger price plus 2 percent surcharge.

1.2.2.14.3. Bulk Fuels: Only bulk fuels are available. Deliveries can be arranged through the Fuel Department of the NSGTMO Supply Department for tanker delivery to your equipment or day tanks. Regular filling station pumps at the Navy Exchange service station may be utilized by paying the current price at time of purchase.

1.2.15. Purchases from the Government

1.2.15.1. Sale of Government Supplies: Provisions and camp supplies other than petroleum products will be sold to the Contractor from NSGTMO Supply Department Stocks under special deposit procedures in compliance with Financial Management Regulations. Miscellaneous construction materials may be sold to the Contractor under the same procedure if such sales are not detrimental to the NSGTMO Supply Department stock position as determined by the NSGTMO Supply Officer. Material other than petroleum products will be issued as required, during normal working hours.

1.2.15.2. Payment for purchases from the Government: Invoices covering sales of equipment and materials specified will be charged to a special deposit account, to be established by the Contractor in advance. The Contractor is required to provide a cash deposit only to the NSGTMO Comptroller prior to incurring charges. The Contractor shall maintain a minimum balance in this account equal to two times the anticipated monthly expenditures or \$200, whichever is greater. The Contractor shall comply with directives governing special deposit accounts as established by the NSGTMO Comptroller. Failure to settle accounts due promptly will jeopardize the availability of goods and services. The Government is entitled to withhold special deposit account arrangements from progress payments.

1.2.16. Private Aircraft: The Contractor shall utilize companies that have a current Facilities License on record with the Naval Facilities Engineering Command. Prior to making shipment of cargo or personnel by private aircraft, the Contractor shall make arrangements for the company that owns the aircraft to contact NSGTMO Air Operations Department at least 10 working days prior to each shipment, the Contractor shall notify the COR of their intentions so that appropriate area and flight clearances may be obtained. Costs arising from failure to utilize appropriate air transportation will be borne by the contractor.

1.2.17. Contractor Debts: The Contractor shall be liable for debts to the Government incurred by their employees for personnel services at Guantanamo Bay, Cuba, including but not limited to private telephone services, medical and dental services, and Department of Defense Dependents Schools (DoDDS) expenses. If an employee departs the NSGTMO without liquidating their debts sufficient funds to cover this type of obligation will be withheld from Contractor payments until the debts are paid.

1.2.18. DODDS Elementary, Middle and High School: Current tuition for DODDS Schools provided below (2014-15 school year, subject to change). For more information, contact Ms. Claudia Shaw at (571) 372-1456.

	PSCD				
	Sure Start	Grades K-6	Grades 7-8	Grades 9-12	Virtual school
Federal Rate:	\$11,592	\$23,172	\$24,396	\$25,620	\$549 per semester
Non Federal Rate	\$12,024	\$24,036	\$25,296	\$26,568	

1.2.19. Energy Conservation: The Contractor shall observe the Base Energy Conservation Regulation, CONAVBASEGTMO Instruction 11300.3 series. It is mandatory that the Contractor obtains a copy of this instruction and posts it in a conspicuous location for the Contractor's employees to read. Copies of the instructions are available from the ROICC Office.

1.2.20. Housing.

1.2.20.1. Extended Stay Berthing Facilities (ESBF) - Crew Berthing - Except for allowed fair market rental units (Family/Management Quarters) contractor employees (unaccompanied status) shall be berthing with the Housing Department, Navy Gateway Inns and Suites Division (NGIS) in ESBF located on both sides of the bay; Windward (WW) and Leeward (LW). ESBF primarily consists of multi occupancy rooms with either shared or gang head bathrooms. Due to the configuration of most facilities, they are not suitable for mixing genders; therefore female residents are not accepted by the NGIS for occupancy in any ESBF. The Contractor must provide alternate berthing for all female employees.

1.2.20.2. Rates: Costs are based on occupied beds. Current rate is \$8.00 per bed, regardless of room configurations. Rates are reviewed each March for implementation each October. Should prices increase, the contractor shall receive at a minimum 30 days notification. Bed night costs are not negotiable.

1.2.20.3. Room Billing: Contractors shall remit payment on or before due dates. Administrative and late fees apply. Failure to promptly pay can result in eviction from the premises regardless of impact to Contractor ability to perform the contract specifications. Housing makes no guarantee of bed availability or berthing location.

1.2.20.4. Berthing Agreement: To determine availability, advance registration and notification of berthing requirements is highly recommended; send information via e-mailed to NGIS mail box at ngismail@usnbgmtmo.navy.mil. Allow 5-10 days for responses.

1.2.20.5. Contractor Management/Supervisory Housing.

1.2.20.5.1. Units are reserved for use by accompanied or unaccompanied management/supervisory personnel only. Housing will be assigned as follows: accompanied personnel by family composition with maximum family size of four (4) dependents; unaccompanied personnel assignment will be made based on a minimum of one person per bedroom. If house sharing, accompaniment by dependents is prohibited. Government will provide family housing units with the following appliances: refrigerator, stove, dishwasher, microwave, washer, and dryer. Housing may provide temporary loaner furniture for up to 90 days, depending on availability. No extensions will be granted. All furnishings other than listed appliances will be Contractor provided. Issuances of these housing units and rental rates are controlled by Housing Department, building 2295, phone 011-53-99-4172 or 4174. Should the Contractor's assigned units not be fully utilized, the Housing Department will cancel assignment and return unit to inventory. Personnel shall abide by all Family Housing instructions, copy available upon request. Contractors shall pay rent under Fair Market Rental (FMR) Program, rates listed below. Rent includes trash and maintenance costs. Rates are normally adjusted annually based on market appraisal. All family housing units are equipped with electric and water meters. Utilities cost is billed along with monthly rent and is based on established rates and actual consumption. All rent is due in advance. No personal checks accepted.

Current Fair Market Rental Rate:

	Rent	Utilities	Total Rent
2 bedroom, 1 bath	\$737	metered	\$737 plus utilities
2 bedroom, 1.5 bath	\$788	metered	\$788 plus utilities
3 bedroom, 1 bath	\$883	metered	\$883 plus utilities
3 bedroom, 2 bath	\$976	metered	\$976 plus utilities
4 bedroom, 2.5 bath	\$1166	metered	\$1166 plus utilities